



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

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County Counsel

June 19, 2007

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE REVISED COUNTY COUNSEL REFURBISHMENT PROJECT
AWARD CONTRACTOR SERVICES AGREEMENT
CAPITAL PROJECT NO. 86863
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICE
THAT YOUR BOARD:**

1. Approve revised scope for County Counsel Refurbishment Project.
2. Approve a contractor services agreement with Cannon Constructors in the amount of \$2,257,724 and authorize County Counsel to execute the agreement in a form substantially similar to the Attachment and any change orders to incorporate necessary changes to the work in an aggregate amount not to exceed 15% of the original contract amount, and take such other steps that are necessary to implement and document the County Counsel Refurbishment Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the reconfiguration and refurbishment of County Counsel space on the sixth floor of the Kenneth Hahn Hall of Administration to proceed.

County Counsel's existing space in the Hall of Administration, as currently configured, is unable to accommodate and support the current number of attorneys. As a result, attorneys are sharing offices and open areas, which compromises confidentiality and limits effectiveness. Office systems have not been improved in over 20 years and are now obsolete, inefficient, and fail to comply with accessibility requirements of the American Disabilities Act (ADA).

To address these shortcomings, your Board, on April 11, 2006, approved a \$1.5 million reconfiguration and refurbishment of County Counsel's space in the Hall of Administration to provide fourteen additional offices for attorneys, ergonomic work stations for support staff, and new carpet and paint. Development of the project's design, however, revealed that:

- the heating, ventilation, and air conditioning (HVAC) system on the sixth floor, which is the only HVAC system in the Hall of Administration that has not been improved, needs to be upgraded to accommodate the proposed reconfiguration;
- the required HVAC improvements necessitate replacement of deteriorating acoustical ceiling tiles and the non-code compliant lighting fixtures; and
- compliance with ADA requirements require the replacement of 125 doors.

To accommodate these unanticipated requirements, an enhancement in the previously approved project scope is recommended to accommodate the replacement of the ceiling tiles, improve the energy efficiency of lighting fixtures, and satisfy ADA requirements through the replacement of existing doors. The enhanced design will also provide two additional attorney offices to support the filling of County Counsel's attorney vacancies.

The enhanced project scope will meet the objectives that were previously approved by your Board, further increase the efficiency of County Counsel's operations, improve energy efficiency in support of your Board's Energy and Environmental Policy, and enhance the capacity of County Counsel to meet the County's legal needs.

Delivery of the recommended project will be managed by the Chief Administrative Office's Real Estate Division with assistance from County Counsel.

Implementation of Strategic Plan Goals

Approval of the appropriation adjustment supports County Counsel's "Service Excellence" and "Organizational Effectiveness" strategic goals. Improving the efficiency of the original floor plan will further consolidate staff within their practice groups to improve communication. In addition, expanding the scope of work to further improve the infrastructure throughout the Office will improve energy savings while promoting an ergonomic and improved work environment for employees.

FISCAL IMPACT/FINANCING

The enhanced project scope will increase the total project cost from \$1,500,000 to \$3,200,000, which reflects a construction cost of \$2,257,724 and \$942,276 in design, permitting, and furnishing costs. Sufficient funding is appropriated in the 2007-08 Capital Projects/Refurbishments Budget under C.P. No. 86863 to fund the revised project cost, including \$1.5 million in prior year savings from County Counsel's operating budget and a \$1.7 million loan from the Asset Development Implementation Fund which will be repaid from County Counsel's 2007-08 and 2008-09 operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has determined that the Living Wage Program does not apply to the recommended contract because the contractor's services are subject to the state Prevailing Wage Law.

The contract with Cannon Constructors, which will be substantially similar to the Attachment, contains terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment, jury service requirements, Safely Surrendered Baby Law, and charitable activities compliance.

CONTRACTING PROCESS

An Invitation-to-Bid was released by County Counsel on April 16, 2007, and closed on April 30, 2007. The solicitation was a bid process and three (3) firms that had previously successfully completed work for the County were invited to participate. County Counsel received three (3) proposals in response to the Invitation-to-Bid. Three (3) firms, Cannon Constructors, Philmont Management, Inc., and Steton Construction Group, submitted proposals that met the minimum Project requirements, and were deemed to be qualified.

An Evaluation Committee consisting of County Counsel and CAO staff independently evaluated how each qualified proposal responded to the Project requirements. Cannon Constructors submitted the low bid and was determined by the Evaluation Committee to be the most qualified. County Counsel, pending budget approval from Board of Supervisors, will thereafter execute a Contractor Services Agreement (CSA) with Cannon Constructors.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to State Guidelines section 15301 (a) and Class 1, Subsection (d) of the County of Los Angeles Revised Environmental document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES

Refurbishment work will be performed during business and non-business hours which will necessitate the temporary relocation of staff in groups with construction completed in 8 phases. However, it is not anticipated that the service level to client departments will be impacted during this process.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return copies of the approved Board letter to the Chief Administrative Office and County Counsel.

Respectfully submitted,

RAYMOND G. FORTNER, JR.
County Counsel

DAVID E. JANSSEN
Chief Administrative Officer

RGF:DEJ:rfm

Attachments (1)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
(Other Applicable Department Heads)

CONTRACTOR SERVICES AGREEMENT

This Agreement, made and entered into this _____ day of _____, _____ by and between the COUNTY OF LOS ANGELES, a body corporate and politic and a _____ subdivision of the State of California (hereinafter called "County"), and

CONTRACTOR

Address

City, State, Zip

(hereinafter called "Contractor"). Within the time and in accordance with the terms and conditions of this Agreement, Sheets A-1 through A-12 of the Plans and Specifications, and the lump sum bid of the Contractor, all of which are attached hereto and incorporated herein by reference and are hereby agreed by the parties to constitute the Contract Documents, Contractor desires and agrees to perform for the County the refurbishment of the offices of the County Counsel of the County of Los Angeles at 500 West Temple Street, 6th Floor, Los Angeles, California 90012.

The parties hereto do mutually agree as follows:

1. Definitions

- A. "Awarding Entity" means County.
- B. "Office" means the office of the County Counsel, County of Los Angeles.
- C. "Office Head" means the County Counsel of the County of Los Angeles or his authorized representative.

2. Contractor's Services

The scope of work shall be as outlined in Sheets A-1 through A-12 of the attached Plans and Specifications.

3. Consideration

The County agrees, in consideration of Contractor's satisfactory performance of this Agreement, to pay to the Contractor, and the Contractor agrees to accept in full satisfaction for the work done hereunder, a sum of _____ (\$_____) which sum shall be paid to the Contractor at the time and in the manner set forth in the Agreement and upon receipt and acceptance of such work by the Office Head.

County shall compensate Contractor as follows:

A. Two working days of the month (e.g., the 1st and 15th of the month) shall be selected by County and Contractor, which days shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five (95) percent of the labor performed and material actually installed in the work during the previous approximately fifteen (15) days, or since the last payment request, shall be submitted by Contractor and presented to County for payment. The County will withhold retention in the amount of five (5) percent of all approved payment requests throughout the course of the project; however, after fifty (50) percent of the work on the project has been completed as agreed by the County and the Contractor, County may release one-half (1/2) of the previously withheld retention, thereby reducing the total amount of withheld retention to two and one-half (2 and 1/2) percent, if the County has determined in its sole discretion that the Contractor is making satisfactory progress in the completion of the work. In the event, however, that the County agrees to such a one-time reduction in withheld retention, the County will thereafter continue to withhold five (5) percent of future approved payment requests, in addition to the remaining withheld retention from the first half of the project, until project completion and acceptance.

B. A payment request for the any withheld retention withheld from the monthly progress payments shall be submitted by Contractor to County upon completion and acceptance by County of all the work called for under the original contract.

C. In the event of payment on account of additional work for a change order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original contract.

D. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress, will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the drawings and specifications. Should there be any balance due Contractor at the time of the acceptance of the work, such balance shall be paid upon said acceptance

E. All demands for payment shall be itemized and rendered in six (6) copies by Contractor and shall be certified by the Office Head or his representative when found by him to be correct.

County shall make progress payments within 30 days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if County fails to make a required and proper payment within the 30 days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to

Contractor as soon as practicable, but not later than seven days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper.

- F. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.

4. Time of Completion

The Contractor shall complete the work to be done under the contract within _____ days, beginning with the date stipulated in the written notice to proceed issued by the County

5. Liquidated Damages

All time limits stated in the contract documents are of the essence of the contract and should Contractor fail to complete the work required to be done on or before the time of completion as set forth in these specifications, including any authorized extension of time, it is mutually understood and agreed by and between the awarding entity and Contractor that the use by the public of the contract work will be correspondingly delayed, and that by reason thereof, the awarding entity and the public will necessarily suffer great damages; that such damages from the nature of the case will be extremely difficult and impractical to fix; that the awarding entity and Contractor have endeavored to fix the amount of said damages in advance; that the sum of Four Hundred Dollars (\$400) a day, for each and every day's delay in the completion of the work required to be done by Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach; and that therefore the awarding entity and Contractor hereby fix the sum of Four Hundred Dollars (\$400) a day, for each and every such day's delay, as liquidated damages and not as a penalty or forfeiture for the breach, of the Agreement to complete the work required to be done by Contractor on or before the said times of completion, and in the case of such breach, the awarding entity shall be authorized to deduct said amounts from the amount due Contractor under the contract. In the event the remaining balance due Contractor is insufficient to cover the full amount of assessed liquidated damages, then Contractor or the Surety on the bonds shall pay the difference to the awarding entity.

6. Interpretation of Drawings and Specifications

- A. Office Head, or his authorized representative, will interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise. Should there appear to be any inconsistency or discrepancy in or between the drawings and specifications, Contractor shall refer the matter to Office Head, or his authorized representative, and then proceed without delay to complete the work under question after the matter has been resolved by Office Head, or his authorized representative. Should Contractor proceed with the work without referring the matter to, or obtaining resolution from Office Head, or his authorized representative, Contractor does so on Contractor's own responsibility and without recourse to County or County's employees, agents, etc.
- B. If Contractor disagrees with the interpretation of Office Head, or his authorized representative, it shall promptly, and within ten (10) days after receipt of the interpretation, file a written request for a hearing before the Disputes Review Board as provided herein. Such written request shall outline in detail areas and scope of Contractor's disagreement with the interpretation. Contractor shall continue with the work in accordance with Office Head's interpretation, maintaining accurate and complete records of all cost and time impacts related to the work involved in the disputed interpretation. These records shall be filed with Office Head, or his authorized representative, in a timely manner as the work progresses.
- C. The Disputes Review Board selected by Office Head, or his authorized representative, is composed of three County personnel having a grade of Section Head or higher. The Board will convene to hear all matters related to the dispute within forty-five (45) calendar days after receipt of an acceptable request to convene. An acceptable "request for hearing" is defined as a request that outlines in detail the following:
 - (1) Areas and scope of disagreement with the interpretation.
 - (2) All areas of inconsistency/discrepancy in the drawings and/or specifications related to the dispute. Cite the specific drawings, details, specification sections, and paragraphs.
Office Head, or his authorized representative shall determine whether a hearing will be conducted and may reject the request for hearing on the basis of information presented in the request.
- D. The hearing will be informal and formal rules of evidence will not apply. The Board will submit its recommendation within a reasonable period of time following conclusion of the hearing. Office Head will promptly render an interpretation notice to Contractor.

7. Hours of Work

Work in excess of eight hours per day will be permitted by employees of Contractors and its subcontractors under this contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors Contractor and its subcontractors.

8. Saturday, Sunday, Holiday, and Overtime Work

- A. No construction work shall be done on Saturdays, Sundays or holidays recognized by County government and no work shall be performed outside of normal working hours without the consent of the Office Head, or his authorized representative, unless required under these specifications. In any event, all work shall be subject to approval by the Office Head, or his authorized representative. Prior to the start of such work, Contractor shall arrange with for the continuous or periodical inspection of the work and tests of materials, when necessary. If requests are made by Contractor for permission to work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, Contractor shall bear all extra expense to County or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the Office Head, or his authorized representative; or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by County. Should Contractor find it necessary in order to complete the work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays, or overtime, these operations shall be performed as part of the work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for Contractor to assume the cost of inspections.
- B. County reserves the right to order in writing work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to perform special operations that, in the judgment of the Office Head, or his authorized representative, best serve the intent of the contract documents and the orderly prosecution of the work. If County elects to order work outside of normal working hours, Contractor shall make all arrangements to supply an adequate work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and County will issue a change order to reimburse Contractor for Contractor's actual costs only.

9. Schedule of Values

- A. Contractor shall submit to the Office, six (6) copies of an accurate and realistic Schedule of Values allocated to the various portions of the work, fifteen (15) days following Notice to Proceed.
- B. The Schedule of Values, unless objected to by the Office, shall become the basis for Contractor's applications for payment.
- C. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.

10. Construction Schedule

- A. Contractor shall submit a construction schedule in the Critical Path Method (CPM) Arrow Diagram.
- B. Contractor shall modify and update the schedule as required to meet requirements of project.
- C. Schedule shall consist of diagram showing critical path and tabulation of activities.
- D. Designate all significant activities of project including each trade or operation and major materials, submittals of shop drawings, equipment data, procurement of materials and required approvals, by Contractor and County. Each activity shall have a duration not exceeding 30 days.

11. Prevailing Wages

Contractor shall, in the event and to the extent required by applicable law, cause to be paid to each worker employed, whether employed directly by Contractor or by one of its subcontractors, the rate of wages generally prevailing for such worker's skill or trade in the area in which the premises are located. This provision shall not apply to County employees.

Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are on file with the awarding entity and the Office.

12. Changes in the Work

- A. Written Changes

- (1) Office Head may, at any time, without notice to the Surety, make changes in the work within the general scope of the contract, including changes:
 - a. in the specifications and the drawings;
 - b. in the method or manner of performance of the work;
 - c. in the facilities, equipment, materials, services, or site to be furnished by County;
 - d. directing acceleration in the performance of the work; or
 - e. directing Contractor to suspend, delay, or interrupt all or any part of the work for such period of time as Office Head
- (2) Such changes shall be made by written Change Order, signed by Office Head, or his authorized representative.
- (3) If any change or proposed change under this paragraph causes or would cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the work, whether changed or not change any such order, Contractor may request an equitable adjustment under the terms of this paragraph. At Office Head's option, Office Head or his authorized representative, may negotiate an equitable adjustment for the price and time impact for the proposed changed work either prior to, or after, directing Contractor to proceed.
- (4) In the event Office Head elects to evaluate a bid prior to directing Contractor to proceed, Office Head will issue a notice describing the proposed Change Order in the form of a Request for "Quotations" (RFQ). If Contractor does not respond within fourteen (14) days after receipt of the notice, or such other time as agreed upon, with an equitable adjustment requested in accordance with paragraph 12.B.(5)b. under "Equitable Adjustments," Office Head may issue a Change Order with no change in the contract amount or contract time. Contractor shall not proceed with any aspect of the proposed changed work, or delay, suspend, or interrupt any unchanged work Office Head issues the Change Order.
- (5) If, in the opinion of Office Head it is in County's best interest and it is deemed necessary to proceed with a required change in the contract documents, and time precludes rough analysis of Contractor's proposal, or the parties fail to reach an agreement,

Office Head, or his authorized representative, may order Contractor to proceed (Proceed Order) on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. If a Proceed Order is issued, Contractor shall submit his proposal for the changes in the work within thirty (30) days after the Proceed Order or completion of the changed work, whichever is later. All charges arising out of a Proceed Order are to be documented and verified in a manner acceptable to Office Head.

(6) In the event that Office Head requires certain work to be accomplished and Contractor fails in the discharge of any or all of his responsibilities described hereinbefore, County may issue a Unilateral Change Order which is a change order issued by or at the direction of Office Head without the full and timely agreement of Contractor.

a. A Unilateral Change Order may be issued before, during, or after the changed work is physically accomplished under the following conditions:

1. Contractor fails to submit price and/or time extension proposal for the changed work within thirty (30) days of receipt of the request for "Quotations" or within a reasonable time thereafter as specified by County.
2. Contractor fails or refuses to execute a change order by affixing his signature thereto within thirty (30) days of receipt or within a reasonable time thereafter as specified by County.
3. Office Head notifies Contractor in writing that the change order is considered to be unilateral and is to be an effective change to the Contract. A notation will be made on the face of the change order that it is unilateral and the effective date thereof. Normal distribution of copies will then be made.

(7) Any other written order including direction, instruction, interpretation, or determination, from County that causes a change in Contractor's obligations may be treated as a proposed Change Order as provided in paragraph 12.B, "Constructive Changes."

(8) Except as provided in this paragraph 12, no order, statement, or conduct of County shall be treated as a change order under this clause or entitle Contractor to an equitable adjustment.

- (9) No equitable adjustment request by Contractor shall be allowed if asserted after final payment of the contract.

B. Constructive Changes

- (1) Notice: The primary purpose of this paragraph is to obtain prompt reporting of County conduct that Contractor considers to constitute a change to this Contract. Except for changes identified as such in writing and signed by County or Office Head, Contractor shall notify County in writing within fourteen (14) days from the date of County conduct (including actions, inactions, and written communications) that Contractor regards as a change to the Contract. On the basis of the most accurate information available to Contractor, the notice shall state:

- a. the date, nature, and circumstances of the conduct regarded as a change;
- b. the name, function, and activity of each Contractor official, agent, or employee involved in or knowledgeable about such conduct;
- c. the identification of any documents and the substance of any communication involved in such conduct;
- d. in the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- e. the particular elements of contract performance for which Contractor may seek an equitable adjustment under this clause, including:
 1. what specific contract drawings or specific sections of the specifications have been or may be affected by the alleged change;
 2. what labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 3. to the extent practical, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change.
 4. what adjustments to contract amount and other provisions affected by the alleged change are estimated; and

- f. Contractor's estimate of the time by which County must respond to Contractor's notice to minimize cost, delay or disruption of performance.
- (2) Continued Performance: Following submittal of the notice required by paragraph 12.B (1) of this Article above, Contractor shall diligently continue performance of this Contract as though not changed by the conduct reported under paragraph 12.B.(1) until notified of County's response under paragraph B12 (3).
- (3) Response: Office Head, within fourteen (14) days after receipt of notice, respond to the notice in writing. In responding, Office Head will either:
 - a. confirm that the conduct of which Contractor gave notice constitutes a change and, when necessary, direct the mode of further performance in accordance with paragraph 12.A., "Written Changes;"
 - b. countermand any communication regarded as a change;
 - c. deny that the conduct of which Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - d. in the event Contractor's notice information is inadequate to make a decision under A, B, or C above, advise Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which County will respond.
- (4) Appeals: In the event Contractor does not agree with County's response under paragraph 12.B. 3 above, Contractor may submit a request to the Disputes Review Board.
- (5) Equitable Adjustment:
 - a. If Office Head confirms that County's conduct effected a change as alleged by Contractor, the contract will be modified in writing accordingly in conformance with paragraph 12.A, "Written Changes". Except for a proposed change to the drawings or specifications, no request for equitable adjustment under this paragraph shall be allowed for any costs incurred more than fourteen (14) days before Contractor gives written notice under Part B of this Article.

- b. In the case of a necessary change to the drawings or specifications for which County is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by Contractor in attempting to comply with the drawings or specifications before the necessary change is identified. When the cost of property made obsolete or in excess as a result of a change confirmed by County under this paragraph is included in the equitable adjustment, County will have the right to prescribe the manner of disposition of the property or its proceeds. The equitable adjustment shall not include increased costs or time extensions for delay resulting from Contractor's failure to provide notice or to continue performance as provided respectively in paragraphs 12.A (1) and (2) above.

C. Compensation for Changes in the Work

- (1) Changes in the work issued and signed by Contractor pursuant to the requirements of this Contract represent and constitute full and final settlement for all costs and time (hereinafter referred to as compensation) associated with the work (or event) described therein. Compensation is defined to include all direct and indirect labor costs, all material and equipment expenses, and all impact costs related to and/or occasioned by the work described therein, as well as all taxes, insurance, and profit. It is agreed that the basis of compensation to Contractor for work either added or deleted by changes in the work shall be determined by one or more of the following methods below. All amounts for overhead, profit, insurance, and all other direct and indirect costs of the changes in the work (except for bonds as provided in paragraph 12.C.(2)) shall be computed in accordance with percentages set forth in paragraph 12.C.(1)c and 12.C.(8)c.

- a. Method A

By unit prices for items of work scheduled to be done under the unit price provisions of the Contract. The cost or credit for such added or omitted work shall be determined by multiplying the number of units added to or omitted from the work by the applicable unit price.

b. Method B

By agreed lump sum. All lump sum quotations prepared by Contractor shall be supported by legible and itemized cost by trades. The itemized breakdown accompanying the quotation shall quantify all added and deleted labor, material, and construction equipment directly involved. Contractor must also obtain and furnish with quotation, itemized breakdown(s), as described above, signed by each subcontractor or vendor participating in the change regardless of tier. All labor cost, including associated fringe benefits and insurance costs, shall be verified by certified payrolls and/or standard rates in accordance with the Prevailing Wage Scale.

c. Method C

If neither Method A nor Method B are agreed upon before the changes to the work are commenced, then Contractor shall be paid as follows:

The actual cost, documented to the satisfaction of County, of labor, materials, and equipment furnished by Contractor and/or the actual cost of subcontractor work incurred by Contractor as provided in paragraph 12.C.(8) plus the following percentages which are considered fair and reasonable compensation for overhead, profit, insurance, and all other direct and indirect costs of the changes in the work (except for bonds as provided in paragraph 12.C.(2):

- | | |
|-------------------|---|
| <u>18 percent</u> | of the cost of labor as provided in paragraph 12.C.(3) where furnished by Contractor; 15 percent of the cost of materials as provided in paragraph 12 C.(4) where furnished by Contractor; |
| <u>10 percent</u> | of the actual cost of equipment as provided in paragraph 12.C.(5). |
| <u>5 percent</u> | of the actual cost of the first tier subcontract work as provided in paragraph 12.C.(8). |

Overhead charges shall include those charges as specified in paragraph 12.C.(3)c below.

d. Unilateral Change Order

1. The terms of a Unilateral Change Order, including the change in Contract price and/or completion date, shall, in County's judgment, be fair and reasonable.
 2. When a Unilateral Change Order has been issued, it will have the full force and effect of a Contract modification. It will be included in schedules, payment applications, reports, and all official records of the contract. The issuance of a Unilateral Change Order will not prejudice any of Contractor's rights to make claims or appeal disputed matters under other provisions of the contract.
 3. If Contractor objects to a Unilateral Change Order, Contractor shall state in writing specific objections to, or specific points of disagreement with, the work described in the Unilateral Change Order within thirty (30) days of receipt of such Change Order.
- (2) To the total additional cost of the work as computed by any of the three above methods, Contractor may add, upon furnishing to County satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by Contractor as a result of the additional cost to the work up to a sum not to exceed one and one-half (1.5) percent of the additional cost to the Work.
- (3) Labor: The cost of labor used in performing the work, whether the employer is Contractor, subcontractor, or other forces, will be the sum of the following:
- a. The gross actual wages paid including income tax withholdings, but not including any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, insurance, and similar purposes.
 - b. To the actual gross wages as defined above, a percentage will be applied, based upon current applicable labor rates concerning payments made to or on behalf of workmen other than actual wages. This percentage shall constitute full compensation for all payments other than actual gross wages, as specified below. Contractor shall compute a separate percentage for each craft, or a composite percentage for all crafts if so approved by County. All computed percentages shall be submitted to County for

approval within thirty (30) days after receipt of Notice to Proceed with the changes to the work or as directed by County prior to any changed work being performed.

- c. The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the work. They shall not include charges for such overhead personnel as superintendents, assistant superintendents, office personnel, timekeepers, and maintenance mechanics.
- (4) Materials: The cost of materials required for the accomplishment of the work shall be the delivered cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:
- a. If cash trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to County if such discount was taken.
 - b. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials, including handling, shall be deemed to be the price to the actual supplier as determined by County.
 - c. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on Contract items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 - d. The cost of such materials shall not exceed the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less discounts as provided in paragraph 12.C.(4)a.
 - e. If Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with paragraph 12.C.(4)d.
- (5) Equipment: Equipment rented/leased by Contractor or subcontractor and utilized on this project for the purposes of this paragraph shall be paid for on the basis of arms-length rental

agreements entered into and invoices paid by Contractor or subcontractor for that equipment. These invoices shall be submitted as evidence of the expense incurred.

- a. Contractor or subcontractor shall be paid for the use of owned equipment at prices for the use of machinery and equipment determined by using 80 percent of equipment use costs published by the Associated Equipment Distributors, which edition is in effect at the time of the change. Contractor or subcontractor-owned equipment required to be on standby or to be present on the site even though idle shall be paid for at 50 percent of the owned equipment rate established above.
 - b. Contractor or subcontractor shall furnish all data which might assist County in the establishment of such rates.
1. Operators of equipment will be paid for as provided under paragraph 12.C.(3) above.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used. Contractor is responsible for any necessary repairs and ongoing maintenance of said equipment.
 3. Unless otherwise specified, manufacturer's ratings and manufacturer modifications shall be used to classify equipment for the determination of applicable equipment rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a new value of \$500.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 - (6) Equipment located at the site: The time to be paid for equipment located at the site shall be the time the equipment is required for the changed work being performed. Moving time, loading, unloading, and hauling will not be paid for if the equipment is already located at the site.
 - (7) Equipment not located at the site: For the use of equipment

moved to the site and used exclusively for changed work, Contractor will be paid the rates herein before specified, as follows:

- a. The period shall begin at the time the equipment is unloaded at the site; shall include each day that the equipment is at the site, excluding Saturdays, Sundays, and other legal holidays unless the changes to the work are performed on such days; and shall terminate at the end of the day on which County directs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight hours without prior written approval from the Office Head, or his authorized representative.
- b. Payment for transporting, loading, and unloading equipment will be made only when such equipment has been moved to the site for the sole and express purpose of accomplishing the changed work.

(8) Subcontracts: The cost for subcontract work will be the actual cost to Contractor or subcontractor for work performed by a subcontractor as follows:

- a. The cost incurred by the first tier subcontractor for labor, materials and equipment as limited by paragraphs 12.C.(3), 12.C.(4), and 12.C.(5); plus.
- b. The following percentages which are considered fair and reasonable compensation for overhead, profit, insurance and all other direct and indirect costs of the changes in the work (except for bonds as provided in paragraph 12.C.(2):

18 percent of the cost of labor as provided in paragraph 12.C.(3);

15 percent of the cost of materials as provided in paragraph 12.C.(4);

10 percent of the cost of equipment as provided in paragraph 12.C.(5).

- c. To the total additional cost to the Work as computed in accordance with paragraphs 12.C.(8) a and (8) b above, the subcontractor, upon furnishing satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the subcontractor as a

result of the additional cost to the Work up to a sum not to exceed 1.5% of the additional cost to the Work.

13. Bonds

Contractor shall provide surety bonds from a surety or sureties admitted to do business in California, in the sum of 100 percent of the contract amount, to assure 1) faithful performance and 2) payment for materials and labor by Contractor. The bond format shall be subject to the review and approval of County and, upon execution, shall remain in full force and effect during the term of this contract. Should any surety or sureties upon the bonds become insolvent, Contractor shall renew the bonds with a surety or sureties admitted to do business in California within ten (10) days after receiving notice of this surety's or sureties' insolvency.

14. Repairing Damaged Work

All portions of the work that may be damaged by accident or in the course of or on account of building operations, demolition, or by reason of any other cause whatsoever during the progress of the work, shall be carefully and neatly repaired or reconstructed and the whole left in first-class condition and turned over to County ready for use.

Should any part of the work of this contract be cut into or damaged by other contractors, Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

15. Warranty and Corrections to Work

- A. In addition to any other warranties specified in the plans and specifications, Contractor warrants that work performed under this Contract conforms to the contract requirements and is free of any defect in equipment, material, design furnished, or workmanship performed by Contractor or any subcontractor or supplier at any tier.
- B. This warranty shall continue for a period of one year from the date of completion.
- C. Contractor shall restore any work damaged in fulfilling the terms and conditions of this Paragraph. Contractor's warranty, with respect to work repaired or replaced, shall be extended for one (1) year from the date of repair or replacement.
- D. Office Head shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

- E. If Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, County shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair and correction, including compensation for additional professional services shall be paid by Contractor.
- F. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of County, if instructed by Office Head; and
 - (3) Enforce all warranties for the benefit of County, if directed by Office Head.
- G. In the event Contractor's warranty has expired, County may bring suit at County's expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- H. Unless a defect is caused by Contractor, subcontractor, or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by County, nor for the repair of any damage that results from any defect in County-furnished material or design.
- I. This warranty shall not limit County's rights under other provision of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.
- J. The terms of this paragraph do not relieve Contractor of any legal liability for defects discovered after one year from the date of completion. The obligations imposed by this paragraph shall survive termination of the contract.

16. Hazardous Material

- A. Hazardous material is any product, substance, chemical, crude oil (or any products, by-products or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other material or materials in, on, or about the project site: (a) is or becomes potentially

injurious to the public health, safety or welfare, the environment or the project site, (b) is or becomes regulated or monitored by any governmental authority, or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability or tort, be a basis for liability in tort, or be a basis for liability to third parties.

- B. Contractor shall notify County when Contractor has reason to suspect the presence of any hazardous material on the project site, whether or not such material was generated by Contractor or County.
- C. In the event the presence of hazardous material is suspected or discovered on the project site, County shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.
- D. Except as may be otherwise provided herein, Contractor shall not be obligated to commence or continue work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by County, as certified by an independent testing laboratory and approved by the appropriate government agency.
- E. In the event the presence of hazardous materials on the project site is not caused by Contractor, County shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, County shall defend, indemnify, and hold harmless Contractor and its agents, officers, Office Head, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, arising out of, or relating to the performance of the work in the area affected by the hazardous material.
- F. In the event the presence of hazardous materials on the project site is caused by Contractor, Contractor shall pay for all costs of testing and remediation, if any, and shall compensate County for any additional costs incurred as a result of Contractor's generation of hazardous material on the project site. In addition, Contractor shall defend, indemnify, and hold harmless County and its agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, arising out of, or relating to the presence of hazardous material on the project site.
- G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

17. Quality of Work and Material

All materials, parts, and equipment furnished by Contractor shall be new, first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices. All work shall conform to the project drawings and specifications.

18. County's Responsibility

County will make available drawings, specifications, and other records as available in County file.

19. County's Representative

The Office Head, or his authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

20. Responsibility of Contractor and of Contractor's Representative on the Work

Contractor shall give personal attention and supervision to the work until same is entirely completed. In the absence of Contractor from the work, Contractor shall have a representative in charge who shall be competent to superintend and direct the progress of the work and who shall be authorized to receive instructions and to act for Contractor on all matters related to the work. The name of this representative shall be sent by letter to the Department immediately after the awarding of the contract.

21. Independent Contractor Status:

This Agreement is by and between County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Agreement.

22. Building Code Conformance

It is the Contractor and all its sub-contractors' independent responsibility to ensure that their standard tenant improvements (TI's) installation

methods conform to all Building Codes requirements. These requirements shall include City, State, Federal Codes and Statutes, as may be applicable. The materials specified in these Drawings shall meet Code requirements. Any discrepancies between these Drawings and Code requirements shall be immediately brought to the attention of County Project Manager by Contractor prior to proceeding with the specified Work.

23. Verification of Field Conditions

Contractor and all its sub-contractors shall independently verify at jobsite any and all field conditions and dimensions relative to the drawings, and shall be held responsible as such. Notify County Project Manager of any omissions, base building defects and discrepancies, and/or conflicts before proceeding with the Work.

24. Building Permit Approvals

Building permit approval at plan check shall be Contractor's responsibility, all other permits and licenses shall be obtained and paid for by County and will be reimbursed by County, as may be applicable.

25. Familiarity With Work

It shall be Contractor's sole responsibility to familiarize himself with the Work as required. Alterations shall apply to Drawings and Specifications set forth for this project remodel.

26. Code Compliance

Said project shall comply with all governing Codes and laws for disability and accessibility not limited to entrances, exits, path of travel, restrooms, doors and hardware, as required in the Scope of Work.

27. ADA Compliance

Contractor shall be responsible for ADA compliance.

28. Governing Codes

Governing Codes shall include, but not limited to, prevailing or current CBC, UMC, UPC, NEC and ADA.

29. Security For Work

Contractor shall provide all necessary protection and security for his work until such time when project is completed and turned over to County for occupancy.

30. Directions For Procedures

Contractor shall contact L.A. County Hall of Administration/Building Manager (Contact person : Jesse Rodriguez @ 213.974.2425) for directions regarding procedures, Rules and Regulations in County-owned building throughout construction. Furthermore, County Building Manager shall

- a.) coordinate with Contractor and determine all materials deliveries times and schedules during normal working hours;
- b.) coordinate which aspects of work throughout different phases of construction can be done on regular work hours or overtime (as needed).

In general, any special construction requirements which may affect the daily operation of the Office of County Counsel as well as other County tenant departments in the building must be immediately brought to the attention of County Building Manager, or Project Manager.

31. Labor and Materials

Contractor shall furnish labor and materials in sufficient quantities necessary to complete Work within the time frame set forth by County's Project Schedule.

32. Labor Schedules

Contractor shall provide enough labor so that the activity for any given trade will not be limited to doing only one part of the total work area. Each trade will be expected to work seamlessly in a team effort as required so as not to delay or hold up the trade following them.

33. Care and Clean Up

Contractor shall exercise special care in the handling of materials, equipment and rubbish to avoid inconvenience and annoyance to current occupants and other County tenant department. Contractor will be

responsible for daily job cleaning to minimize dirt, debris or dust in the premises undergoing project remodel.

34. Overtime

Should additional overtime work (not previously included in Base Bid) be required by any of Contractor's trades, request must be made by Contractor and approval must be obtained prior to execution of the Work. Also, any overtime with cost impact to County must be brought to County Project Manager's attention for written approval prior to doing the work. It is County's project criteria that all construction shall be done on regular work hours, except Work that generates high level of noise which must be done before or after regular work hours (7am-5pm).

35. Building System Shut-Downs

Contractor shall be responsible for coordinating any and all Building Systems shut-downs as required to facilitate doing the Work as per Contract (including but not limited to electrical, HVAC, sprinkler, plumbing, etc.) with County Building Manager.

36. Building Manager Direction

Contractor will comply with County Building Manager's direction as to the manner of handling Contractor's materials, equipment and debris.

37. Construction/Project Schedule

Shortly after being awarded the Contract, Contractor and all its sub-contractors shall submit Construction/Project Schedule in chronological order to County Project Manager for review. Furthermore, Contractor shall post Project Schedule on the floor of job site at all times.

38. Repair of Damage

Contractor shall repair, at his own expense, any damage to existing areas not designated as part of refurbishment project.

39. Cutting and Patching

Contractor shall coordinate and perform all cutting and patching services as required, or as applicable.

40. Patch and Repair

Contractor shall patch or repair existing partitions, floors and ceiling equal to or as like new, if applicable. Notify County Project Manager of any existing construction which is not level and plumb (within industry standards) prior to start of construction.

41. Site Protection

No substitutions of specified materials shall be permitted without first submitting specifications, samples and cost impact to Project Manager for written approval.

42. Substitution of Materials

Contractor shall properly protect existing County building materials and any adjoining property or work. Any damage to same caused by Contractor and its subcontractors shall be made good without delay by Contractor and its sub-contractors. Cost of patching and replacing damaged work shall be independently borne by Contractor and will not be reimbursed by County.

43. Electrical and Mechanical Systems

Contractor shall provide and maintain a safe and uninterrupted use of electrical and mechanical systems in existing areas currently occupied by County.

44. Overtime Included In Bid

Contractor shall include in Base Bid any and all overtime required to complete the job in accordance with Office of County Counsel's construction completion dates for different phases, including complying with any and all County Building Management Rules and Regulations.

45. Protection Of Construction

Contractor shall protect all existing construction (including core and perimeter walls) during the entire course of project remodel.

46. Turn-Key Project

Contractor's bid prices shall include local taxes, delivery and installation, based on a "turn-key" project delivery.

47. OSHA Safety Program

Contractor and all its subcontractors are independently responsible for their work and shall enforce in workplace an OSHA safety program during project remodel.

48. Verification Of Conditions

Contractor and all its subcontractors shall verify project conditions and include in Base Bid all related costs for necessary access panels (in partitions, floors or ceilings). Contractor and all its subcontractors shall coordinate exact locations prior to installation.

49. Blocking And Supports

Contractor and all its subcontractors shall supply and install blocking and supports in partitions and ceilings as required for the installation of specified equipment, accessories and/or cabinetry.

50. Sprinkler Layout

Contractor and all its subcontractors shall submit sprinkler layout (indicating locations and type of all sprinkler heads) and a sample of the proposed sprinkler head to County Project Manager for review prior to fabrication of piping. Sprinkler layout drawing shall be submitted in the form of a Reflected Ceiling Plan, including all other pertinent items to be installed in the ceiling (ie., light fixtures, speakers, HVAC diffusers, exit signs, etc.), as applicable or required.

51. Acknowledgement Of Sufficiency Of Drawings

Contractor and all its sub-contractors shall independently acknowledge these Drawings to be sufficiently detailed as to enable Contractor to determine cost of work; and that these Drawings, Specifications and any and all Addenda are sufficient to construct the work outlined herein in accordance with applicable laws, statutes, codes and regulations to fulfill all of its obligations. Also, Contractor and all its subcontractors shall report errors, inconsistencies and omissions to Project Manager which Contractor and its subcontractors knowingly understood that it may encompass violations of applicable laws, codes and regulations. In addition, if Contractor and its subcontractors perform any construction activity and if it knows or should have known that any of the drawings contain recognized error, inconsistency or omission; Contractor and its sub-contractors shall be independently responsible for such performance and shall bear the cost for corrective work thereof.

52. Compliance With Codes

All Work shall comply with regulations of governmental authorities having jurisdiction. These Specifications are supplemental only to laws and Codes of governmental regulating bodies relating to buildings. This shall not be construed to mean that any requirements set forth in the Specifications can be modified because they are specifically noted by such Codes or laws. It is the Contractor's responsibility to notify County Project Manager of any conflicts between these Drawings and local Building Codes.

53. Product Unavailability

During construction Bidding and negotiation period, Contractor and all its subcontractors shall advise County Project Manager of any specified materials or equipment which are either unavailable or will cause any delay in the construction completion schedule due to product availability.

54. Job Visit

Contractor shall visit the job site prior to submittal of final Bid and shall familiarize himself with any and all conditions prior to submitting Bid. Should any condition and/or dimension discrepancy arise where the intent of the drawing is in doubt, the Project Manager shall be notified accordingly. Do not proceed with the work until all such discrepancies had been fully resolved.

55. Job Safety

These Drawings do not include necessary components for construction safety. It is the Contractor's sole responsibility to ensure the safety of all its subcontractors and all parties assignable under his contract that are present on the job site.

56. Approved Contract Documents

Only Drawings, Specifications, Addenda and Change Orders bearing approval of the Project Manager shall be used in the execution of Work or permitted on the job site. Addenda and Bulletins issued to correct or clarify Drawings and Specifications shall become a part of Contract Documents.

57. Consultant Work

Contractor shall notify Project Manager of any consultant work that is not part of the Bid and has not been coordinated with said project remodel.

Notify County Project Manager of any discrepancies that prevent execution of Work covered within the project.

58. Submittals

Contractor shall provide Submittals in triplicate for finishes and finish materials, lighting, door and hardware, fixture cutouts, millwork and shop drawings. Submit to County Project Manager for review and approval in a timely manner prior to order or fabrication.

59. Substitutions and Changes

Substitutions, revisions or changes must have prior approval by Project Manager. Contractor is to submit material specifications and sample for approval in writing prior to commencement of Work.

60. Installation of Materials

Contractor shall provide and install all materials and equipment required to complete project construction in accordance with the Drawings and Specifications, terms and conditions of Owner/Contractor Agreement and in conformance with governing Codes and Ordinances having jurisdiction over it.

61. Conformance to Drawings

General Contractor shall use the Drawings and Specifications for this project and conform to them for all items called for on the Drawings. Any changes without County's approval will be at Contractor's expense.

62. Insurance

Contractor and all its subcontractors shall purchase and maintain Certification of Insurance with respect to Workman's Compensation and Public Liability & Property Damage for the limits as required by law. Contractor is responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Bonding for said project shall be as directed by and to satisfaction of County.

63. Quality Inspection

Contractor is responsible for quality inspection of all materials upon delivery to job site and prior to installation. Damaged or substandard goods will not be accepted by Project Manager.

64. Posting Requirements

Throughout the entire period of demolition and construction, all existing exits, exit lighting, fire protective devices and alarms shall be conspicuously posted at project site by Contractor.

65. Snap Lines

All snap lines and sprayed corners are to be defined first by Contractor prior to start of framing.

66. Plumbing

All built-in plumbing fixtures to be supplied and installed by plumbing contractor.

67. Furring For Plumbing Walls

Where required, provide furring or minimum additional partition thickness for plumbing walls, as applicable.

68. Cabinets

Plumbing contractor to supply all necessary information for cutouts to be performed by cabinet contractor.

69. Fitting Parts Of Work

Contractor is responsible for all cutting, fitting and patching that may be required to make several parts fit together properly. Do not endanger any work by cutting or otherwise do any alterations without either the Project Manager's approval.

70. Rubbish Remains

Contractor shall remove all rubbish and waste materials, both from his own and its sub-contractor's workmen, including that which is a by-product of project remodel.

71. Site Maintenance

Contractor and all his subs shall maintain the premises clean and free of all trash and debris, and shall protect adjacent work from damage, soiling, overspray, etc. All paints, fixtures, equipment, glazing, floors, etc. shall be left clean and ready for tenant occupancy upon project close-out.

72. Coordination

Contractor shall coordinate work being performed by others, including but not limited to County's telecommunications staff and/or furniture vendors.

73. Temporary Light, Heat and Power

Contractor shall be responsible for all temporary light, heat and power required to complete project remodel.

74. Construction Drawings

Contractor shall maintain a current and complete set of construction drawings at project site during all phases of construction for use by all trades.

75. Supports

Contractor shall provide and install all stiffeners, bracings, blockings, backings, hangers, back-up plates and supporting brackets required for proper installation included in the tenant improvements; including wall mounted partitions, suspended electrical and mechanical systems, miscellaneous equipment and other finishes.

76. Inspection of Existing Conditions

Contractor shall inspect any and all work previously prepared or installed by others to be in good working condition before applying subsequent materials or finishes. Any unsatisfactory existing condition must be reported to County Project Manager and has to be corrected by Contractor before further work can proceed.

77. Hoisting

Contractor will be responsible for hoisting related to the Work, as applicable.

78. Installation Requirements

Contractor shall follow standard industry installation requirements per manufacturer's instructions, unless otherwise noted.

79. Record Drawings

Contractor shall provide at project close-out Record Drawings showing electrical circuitry work as installed. These plans shall clearly mark any deviations between field conditions as constructed and Contract Documents, specifically electrical, mechanical, plumbing and sprinkler work, if applicable.

80. Dimensions

Do not scale drawings. Dimensions govern, U.O.N. Large details govern over small scale.

81. Bid Submittals

It is understood that all Bids submitted for this project are furnished without obligation and that County reserves the right to accept or reject any proposal or part or any of the Bid submittals.

82. Standard Terms And Conditions Pertaining To Contract Administration

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Office Head, or his authorized representative.
2. The Office Head or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this contract shall be prepared by the Office for execution by Contractor and the Office Head, or his authorized representative.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Office Head.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this contract which is formally approved by the Contractor and the Office Head.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this contract (including

any extensions) and the services to be provided by Contractor under this contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles

County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices

of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this contract for default or impose other penalties as specified in this contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99 603), or as they currently exist and as they may be hereafter amended.

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this contract and further agree and consent that venue of any action brought in connection with or arising out of this contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this contract upon which County may terminate for default or suspend

this contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this contract.

V. Non-exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this contract.

X. Notice of Delays

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

[FILL IN]

In the event of suspension or termination of this contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to

sustain itself, County shall not inhibit Contractor from publicizing its role under this contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign in/sign out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this contract upon which County may terminate for default or suspend this contract.
3. If, at any time during the term of this contract or within five years after the expiration or termination of this contract, representatives of County conduct an audit of Contractor regarding the work performed under this contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor Controller, deducted from any amounts due to Contractor from County, whether under this contract or otherwise. If

such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this contract exceed the funds appropriated by County for the purpose of this contract.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this contract.

FF. Subcontracting

The requirements of this contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this contract and the County may terminate for this contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this contract.

Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this contract or the application thereof to any person or circumstance is held invalid, the remainder of this contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this contract shall constitute a waiver of any other breach of said provision or of any other provision of this contract. Failure of County to enforce at anytime, or from time to time, any provision of this contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

JJ. Terminations

1. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

2. Termination for Convenience

- a. This contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 1. Stop work under this contract on the date and to the extent specified in such notice, and
 2. Complete performance of such part of the work as shall not have been terminated by such notice.

- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
- d. If this contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this contract shall be delivered to County upon request and shall become the property of County.

3. Termination for Default

- a. County may, by written notice to Contractor, terminate the whole or any part of this contract, if, in the judgment of the Contract Manager:
 - 1. Contractor has materially breached this contract; or
 - 2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this contract, or
 - 3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this contract, or of any obligations of this contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- b. In the event County terminates this contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor

shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

- c. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- d. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.
- e. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

4. Termination for Improper Consideration

- a. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this

contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this contract or securing favorable treatment with respect to the award, amendment, extension of this contract, or the making of any determinations with respect to Contractor's performance pursuant to this contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.

- b. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
- c. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5. Termination for Insolvency

- a. County may terminate this contract forthwith in the event of the occurrence of any of the following:
 - 1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 2. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - 3. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - 4. The execution by Contractor of a general assignment for the benefits of creditors.

- b. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. Termination for Non-adherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this contract, upon which County may in its sole discretion, immediately terminate for default or suspend this contract. See Attachment 3

7. Termination for Non-appropriation of Funds

Notwithstanding any other provision of this contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this contract during any of County's future fiscal years unless and until the Board appropriates funds for this contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this contract, then this contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify contractor in writing of any such non allocation of funds at the earliest possible date.

87. GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Office and Inspection

The Office Head will have the final authority in all matters affecting the work covered by this contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with the Office's forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Office Head. The Office Head will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without the Office's prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Office.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child

labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this contract and will be grounds for immediate termination of this contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at the County's jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be

liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

88. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall

be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by

Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best

rating of not less than A:VII, unless otherwise approved by County.

4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.
 - e. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

f. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property Special form "all risk" coverage for the full replacement value of County-owned or leased property.

89. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed

five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Non-responsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Office will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Office shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or

terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

90. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain

outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

91. SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

- B. Notice to Employees Regarding the Safely Surrendered Baby Law
Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

92. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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IN WITNESS HEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Counsel, or his authorized representative, and Contractor has hereunto subscribed its corporate name and affixed its corporate seal by Its duly authorized officers, the day, month, and year first above written.

County Counsel

(Contractor)

By _____
JOHN F. KRATTLI
Assistant County Counsel

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
ROBERT C. CARTWRIGHT
Principal Deputy County Counsel